

# Southern View Subdivision Phase II - Section 4



Scale: 1" = 50'



Scale in Feet

JUNE, 1917

BLANK 2 (11)  
TO BE USED FOR RECORDS  
OF THE COUNTY

APPROVED FOR  
DAY OF MAY, 1917  
COUNTY OF  
75 M. H. R. K. W. COUNTY

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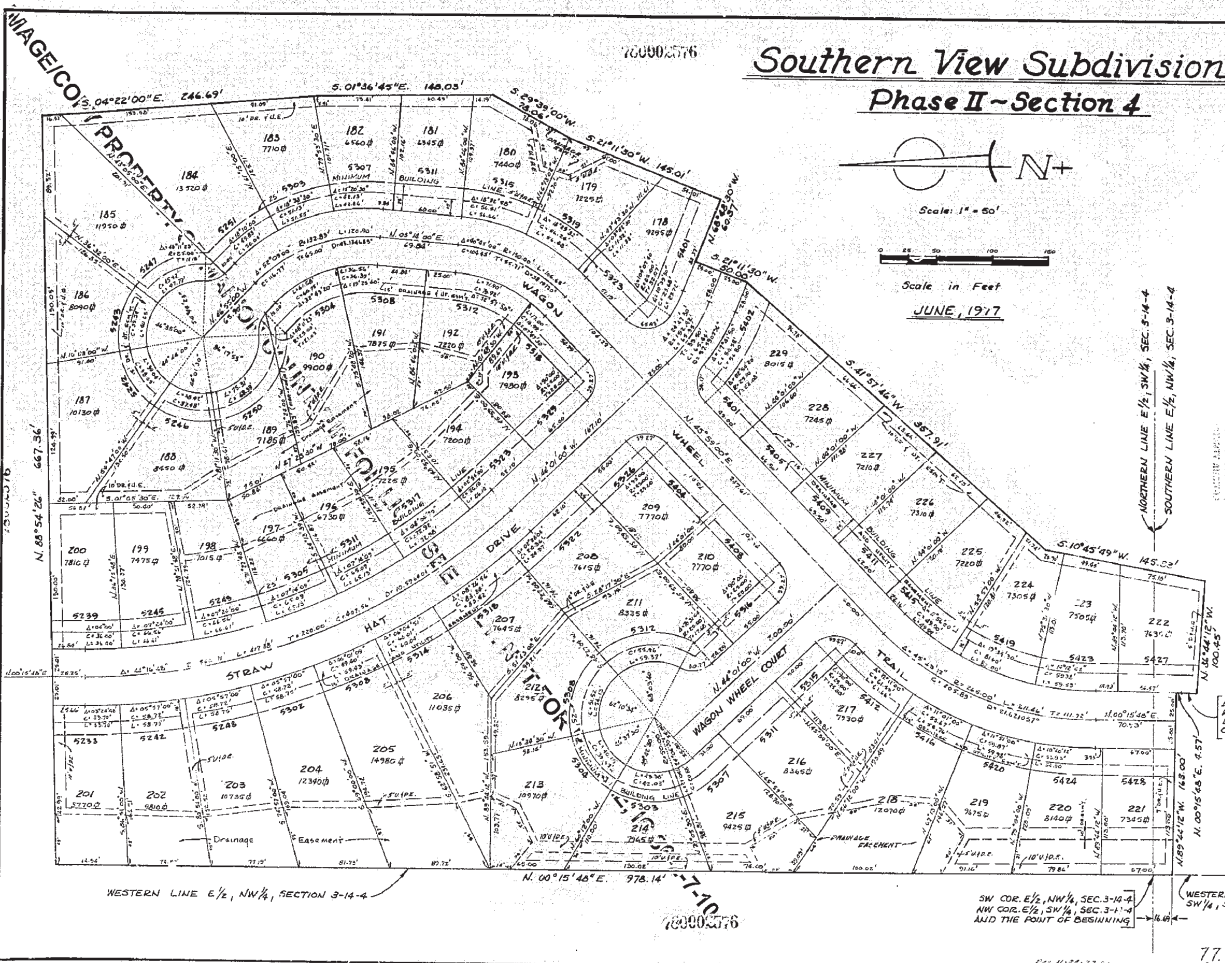
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WESTERN LINE E 1/2, NW 1/4, SECTION 3-14-4

SW COR. E 1/2, NW 1/4, SEC. 3-14-4  
NW COR. E 1/2, SW 1/4, SEC. 3-14-4  
AND THE POINT OF BEGINNING

WESTERN LINE E 1/2, SW 1/4, SEC. 3-14-4

77.27.16 S

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RESTRICTIVE COVENANTS FOR SOUTHERN VIEW SUBDIVISION

PHASE II, SECTION 4

CARSON CITY, INC., an Indiana Corporation, being the owner of all real estate platted as Southern View Subdivision, Phase II, Section 4, an addition to the City of Indianapolis, Marion County, Indiana, has hereby dedicated to the public use all the streets and ways shown on said plat, and the easements shown on the recorded plat are hereby reserved for the purposes thereon indicated.

- Part of the covenants shall be subject to the following conditions, covenants and restrictions to govern the use and occupancy of the lots in said addition:
A. No building shall be erected, altered, placed or permitted to remain on any residential building plot other than a dwelling not to exceed 2 & 1/2 stories...
B. A building shall be located on a lot so that the front of the building shall be located on a side street line, then the building setback lines shown on the recorded plat...
C. The front yard, rear yard or side yard shall contain a lawn...
D. No noxious or offensive trade or activity shall be permitted upon any lot...
E. No building, tent, shed or other out building erected on any lot in this addition shall at any time be used as a residence...
F. All lots in this subdivision shall be designated as residential lots...
G. No residence shall be erected on a lot within the subject real estate...
H. All driveways built on any lot in this addition shall be paved...
I. No building, wall, fence or other structure shall be erected, or placed on any building plot in this addition...

The foregoing covenants, restrictions, and conditions shall run with the land and shall be binding upon all parties owning, or claiming any interest in any lot, or part thereof, in said addition, and all persons claiming under them until January 1, 1991, at which time they shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots of the addition it is agreed to change or abolish said covenants in whole, or in part.

Violation of any one of these covenants by judgment, or decree of court, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

I, the undersigned, hereby certify the within plat is believed to be true and correct, representing a part of the Southwest Quarter of Section 3, Township 14 North, Range 4 East, Marion County, Indiana, described as follows:

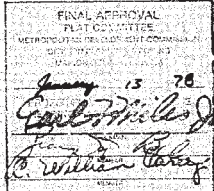
Part of the Northeast and Southwest Quarter of Section Three, Township Fourteen North, Range Four East, Marion County, Indiana, described as follows:
Beginning at the southwestern corner of the East Half of the Northwest Quarter of said Section Three; thence North 60° 15' 48" East along the western line of the East Half of the Northwest Quarter of said Section Three, 776.14 feet; thence North 88° 54' 26" East, 627.36 feet; thence South 22° 00' East, 246.09 feet; thence South 1° 36' 45" East, 148.04 feet; thence South 25° 24' 00" West, 78.00 feet; thence South 21° 11' 20" West, 145.01 feet; thence North 58° 43' 30" West, 60.27 feet; thence South 11° 30' West, 50.00 feet; thence South 18° 57' 45" West, 247.31 feet; thence South 10° 15' 48" West, crossing into the Southwest Quarter of said Section Three, 147.25 feet; thence North 22° 44' 12" West, 100.45 feet; thence northeasterly on a curve to the left having a central angle of 72° 00' 00", a radius of 251.02 feet; an arc distance of 12.10 feet; thence North 0° 15' 48" East, 4.27 feet; thence North 58° 43' 12" West, 163.00 feet to the western line of the East Half of the Southwest Quarter of said Section Three; thence North 0° 15' 48" East along the western line of the East Half of the Southwest Quarter of said Section Three, 16.55 feet to the point of beginning, containing 12.60 acres, more or less, of which 12.495 acres lie in the Northwest Quarter of said Section Three, and 0.105 of an acre lies in the Southwest Quarter of said Section Three, also containing 22 lots, numbered 178 through 229, consecutively, with streets as shown hereon. The size of the lots and widths of the streets are shown in figures denoting feet and decimal parts thereof. The above bearings are based on Deed Records.

Subject to all legal highways and/or rights of way.

WITNESS my signature this 3rd day of June, 1977.



JOHN E. FISHER, L.S.
104 Main Street
Lafayette, Indiana 47905
Telephone: (317) 483-1335



VOID UNLESS RECORDED BEFORE JULY 13 1979

This instrument prepared by: [Signature]
IN WITNESS WHEREOF, Carson City, Inc., by John E. Fisher, President, and James C. Hilligoss, Assistant Secretary, have hereon caused it and their names to be subscribed this 4th day of June, 1977.

CARSON CITY, INC. BY: [Signature] ATTEST: James C. Hilligoss, Assistant Secretary

STATE OF INDIANA SS: Before me, a Notary Public in and for said County and State, personally appeared Carson City, Inc., by John E. Fisher, its President, and James C. Hilligoss, Assistant Secretary, and acknowledged the execution of the above foregoing instrument as its voluntary act and deed.

WITNESS my signature and notarial seal, this 4th day of SEPTEMBER, 1977.

My commission expires: FEBRUARY 10, 1981
Notary Public: Lynn D. Quinlan, Notary

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